

# PENDLETON COUNTY FISCAL COURT

April Term, April 13<sup>th</sup>, 2010

COURT MET PURSUANT TO ADJOURNMENT

With

HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE  
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Squire Whaley, Pledge Allegiance lead by Judge Bertram

## In Re: Agenda

Judge Bertram presented the agenda for this meeting and ask that it be amended to include item 9A – KACo 1989 Series Bond Issue and Item 10A Eagle View Petition. Whereupon Squire Whaley made a motion to accept the agenda as amended, seconded by Squire Fogle, motion carried.

## In Re: Approval of Minutes

Fiscal Court Clerk, Vicky King, presented the minutes from the March 23<sup>rd</sup>, 2010 meeting, whereupon Squire Veirs made a motion to approve the minutes as presented, seconded by Squire Whaley, motion carried.

## In Re: Presentation of Treasurer's Report

Pendleton County Treasurer, Vicky King, submitted a written report for the month of March and a quarterly report for the 3<sup>rd</sup> Quarter of Fiscal Year 2010 for review, final determination to be made at the next regular scheduled Fiscal Court meeting.

## In Re: Animal Control Recognition Week

Judge Bertram presented Animal Control Officer Gary Maxwell with a proclamation proclaiming the second week of April as National Animal Control Appreciation Week.

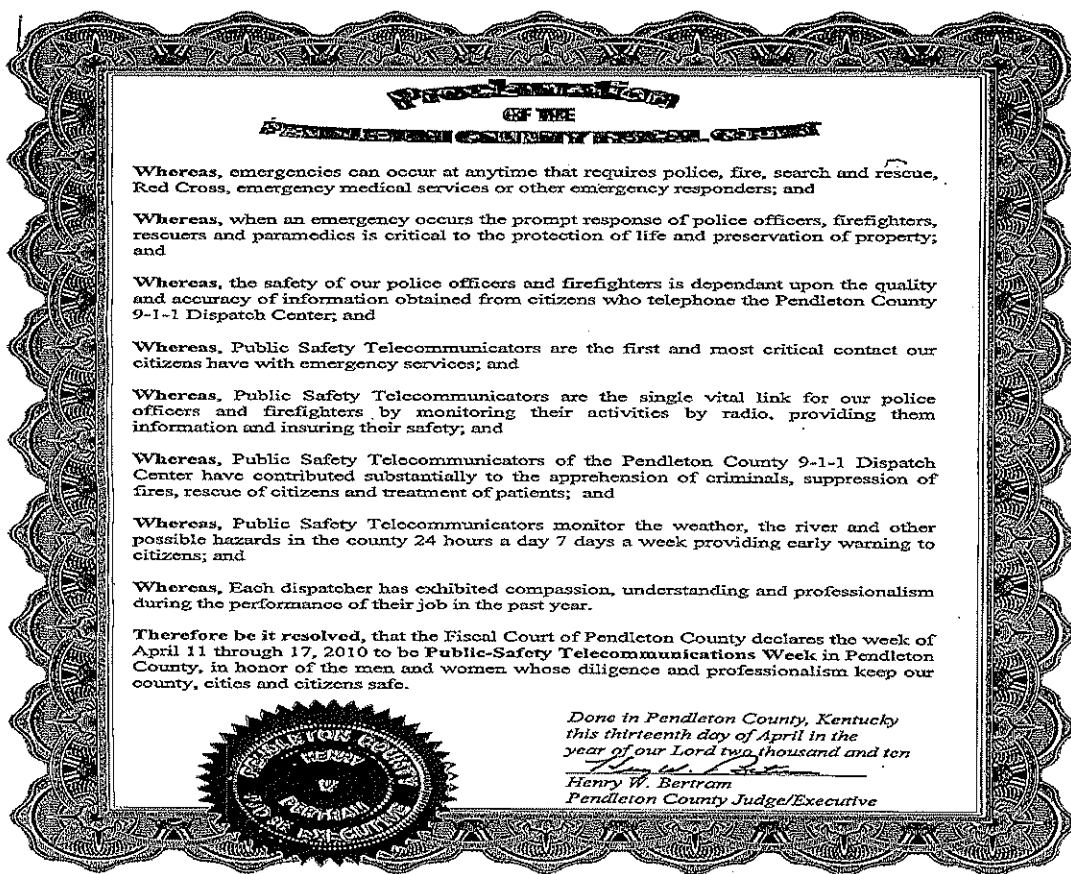
This was informational only, no action taken.



### In Re: Public Safety Telecommunications Week

Judge Bertram presented Mike Moore, 911 Coordinator and Teresa Rick, 911 Supervisor with a proclamation proclaiming April 11 through April 17, 2010 to be Public Safety Telecommunications Week in Pendleton County.

This was informational only, no action taken.



### In Re: County Attorney Evaluation Of Black Top Bids

County Attorney Jeff Dean reported that from all indications Eaton Asphalt had the apparent low bid for this years blacktop. Discussion was held regarding the bids and both companies had representatives present to answer any questions that the Fiscal Court may have. Squire Wells made a motion to accept Eaton's bid to lay blacktop, seconded by Squire Whaley, motion carried.

#### PENDLETON COUNTY FISCAL COURT

##### INVITATION TO BID

##### COMMODITY: RESURFACING OF VARIOUS COUNTY ROADS

BIDDERS NAME: Phillip Crump  
SIGNATURE: Phillip Crump  
FIRM/COMPANY: Maag Construction Company

##### IMPORTANT INSTRUCTIONS TO BIDDERS

1. All materials, equipment, construction procedures and any, and or all, regulations that would pertain to a similar project let to contract by the Department of Transportation, Bureau of Highways or State of Kentucky shall apply to this project.
2. All equipment (distributor, road broom, grader, rollers and self-propelled paver) shall meet the current specifications and be approved for similar projects let to contract by the Kentucky Department of Transportation and Bureau of Highways.
3. All cost of preparation (sweeping, cleaning, grading, etc.) shall be incidental to the cost of the mix laid.
4. The bituminous base/surface mix and hauling of material shall be purchased by the County at state contract bid prices and shall meet the standards set forth in Section 402 and 403 of the 2001 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
5. Bituminous tack coat shall be per Section 407 of the 2001 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
6. Surfacing contractor will not be required to alter in any way storm and or sanitary sewer covers that may present at time of resurfacing.
7. Quotations must be submitted on this form indicating unit price for each item bid. If applicable total extension and a grand total bid shall be submitted.
8. It shall be the responsibility of the Contractor to include the paving of field entrances, road approaches, etc., and perform any other duties as directed by the County.
9. The Contractors Certified Technician shall furnish the County a report covering asphalt content and gradation for all mixes laid. This report shall be furnished along with normal billing documents unless requested otherwise.
10. Contractor shall be on the Department of Transportation, Bureau of Highways approved and prequalified bidders list.
11. The successful bidder will be required to post a performance bond in the amount of (100%) One Hundred Percent of the bid. Contractor is responsible for all permits, licenses, insurance and incidentals.
12. The bidder shall comply with all applicable Federal, State and Local laws.
13. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful bidder.

BID ITEMS

1. Labor and equipment per ton for laying (including labor, equipment, all incidental preparation, compaction, and shaping sub-grade) \$ 7.00 per ton
2. Furnish and apply SS-1h Tack Coat \$ 1.75 per gal.

A copy of the following documents must be attached to bid:

- KENTUCKY TRANSPORTATION CABINET CERTIFICATE OF ELIGIBILITY
- CERTIFICATE OF INSURANCE PER KENTUCKY TRANSPORTATION CABINET SPECIFICATIONS



Mago Construction Company  
Name of Contracting Firm  
Phillip Kemp, V.P. / Agent  
By Authorized Agent  
P.O. Box 669 Bardstown, Ky 40004  
Address City State Zip  
(502) 348-3953 March 23, 2010  
Telephone Number Date

ACORD <sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE						153449000	DATE (MM/DD/YYYY) 3/22/2010
PRODUCER		Commercial Lines - (502) 425-9444 Wells Fargo Insurance Services USA, Inc. 850 Breckenridge Lane, Suite 50 Louisville, KY 40207-4675		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED		Mago Construction Company LLC P O Box 669 Bardstown, KY 40004		INSURERS AFFORDING COVERAGE			NAIC #
				INSURER A: CNA Insurance Companies			02186
				INSURER B: Kentucky Assoc of General Contractors			
				INSURER C: Federal Insurance Company			20281
				INSURER D: American Guarantee and Liability			26247
				INSURER E:			
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
PRODUCT LTR. (ISSR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC	C2078483399 Valley Forge Insurance Company	12/31/09	12/31/10	EACH OCCURRENCE	\$	1,000,000
					DAMAGE TO RENTED EQUIPMENT (Ea occurrence)	\$	100,000
					MED EXP (Any one person)	\$	5,000
					PERSONAL & ADV INJURY	\$	1,000,000
					GENERAL AGGREGATE	\$	2,000,000
					PRODUCTS - COMPROP AGG	\$	2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	G2069063094 Continental Casualty Company	12/31/09	12/31/10	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
	CARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY: EA ACC	\$	
					AGG	\$	
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	C2090075444 Transportation Insurance Company	12/31/09	12/31/10	EACH OCCURRENCE	\$	1,000,000
					AGGREGATE	\$	1,000,000
						\$	
						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	385	01/01/10	12/31/10	<input checked="" type="checkbox"/> WC STATUS TORSY LIMITS <input type="checkbox"/> BOTH E.L. EACH ACCIDENT	\$	4,000,000
					E.L. DISEASE - EA EMPLOYEE	\$	4,000,000
					E.L. DISEASE - POLICY LIMIT	\$	4,000,000
C	OTHER	06536448CIN	12/31/09	12/31/10	As Scheduled / \$2,500 Deductible		
D	Excess Liability Coverage	AEC5963857001	12/31/09	12/31/10	\$14,000,000 Limit		
C	Leased/Rented Equipment	06536448CIN	12/31/09	12/31/10	ACV / \$2,500 Deductible		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS See Above.							
CERTIFICATE HOLDER				CANCELLATION			
Pendleton Co Fiscal Court 233 Main Street, Courthouse Room #4 Falmout, KY 41040				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <u>James Smith</u>			

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

		<b>Certificate of Eligibility</b>		TC 14-2 Rev. 2/05	
		ISSUED BY COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET		CERTIFICATE NO. A 2009 02432	
This Certifies that		MAGO CONSTRUCTION COMPANY LLC PO BOX 669 BARDSTOWN KY 40004			
is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of <u>UNLIMITED</u> . This certificate which expires <u>December 31, 2009</u> is subject to revocation or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.					
<b>TYPES OF WORK</b>					
<u>A</u> GRADE AND DRAIN		<u>B</u> PORTLAND CEMENT CONCRETE PAVING			
<u>C1</u> ASPHALT PAVING OPTION B		<u>C2</u> ASPHALT PAVING OPTION A			
DATE ISSUED:		April 30, 2009		BY  STATE HIGHWAY ENGINEER DEPARTMENT OF HIGHWAYS	

PENDLETON COUNTY MISAL COURT

INVITATION TO BID

COMMODITY: RESURFACING OF VARIOUS COUNTY ROADS

BIDDERS NAME: Anthony Ridgway

SIGNATURE: [Signature]

FIRM/COMPANY: Eaton Asphalt Paving Co. Inc.

IMPORTANT INSTRUCTIONS TO BIDDERS

1. All materials, equipment, construction procedures and any, and or all, regulations that would pertain to a similar project let to contract by the Department of Transportation, Bureau of Highways or State of Kentucky shall apply to this project.
2. All equipment (distributor, road broom, grader, rollers and self-propelled paver) shall meet the current specifications and be approved for similar projects let to contract by the Kentucky Department of Transportation and Bureau of Highways.
3. All cost of preparation (sweeping, cleaning, grading, etc.) shall be incidental to the cost of the mix laid.
4. The bituminous base/surface mix and hauling of material shall be purchased by the County at state contract bid prices and shall meet the standards set forth in Section 402 and 403 of the 2001 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
5. Bituminous tack coat shall be per Section 407 of the 2001 Edition of the Kentucky Standard Specifications for Road and Bridge Construction.
6. Surfacing contractor will not be required to alter in any way storm and or sanitary sewer covers that may present at time of resurfacing.
7. Quotations must be submitted on this form indicating unit price for each item bid. If applicable total extension and a grand total bid shall be submitted.
8. It shall be the responsibility of the Contractor to include the paving of field entrances, road approaches, etc., and perform any other duties as directed by the County.
9. The Contractors Certified Technician shall furnish the County a report covering asphalt content and gradation for all mixes laid. This report shall be furnished along with normal billing documents unless requested otherwise.
10. Contractor shall be on the Department of Transportation, Bureau of Highways approved and prequalified bidders list.
11. The successful bidder will be required to post a performance bond in the amount of (100%) One Hundred Percent of the bid. Contractor is responsible for all permits, licenses, insurance and incidentals.
12. The bidder shall comply with all applicable Federal, State and Local laws.
13. All the terms and conditions of these instructions to bidders and the specifications for this project shall constitute, the part of, and incorporate into, the contract between the County and the successful bidder.

BID ITEMS

1. Labor and equipment per ton for laying (including labor, equipment, all incidental preparation, compaction, and shaping sub-grade) \$ 1.49 per ton  
Mix to be supplied by Eaton Asphalt at State FOB Pricing.
2. Furnish and apply SS-In Tack Coat 1.75 per gal.

A copy of the following documents must be attached to bid:

- KENTUCKY TRANSPORTATION CABINET CERTIFICATE OF ELIGIBILITY
- CERTIFICATE OF INSURANCE PER KENTUCKY TRANSPORTATION CABINET SPECIFICATIONS

Eaton Asphalt Paving Co. Inc.  
Name of Contracting Firm

[Signature]  
By Authorized Agent

1025 Eaton Dr. Covington LA 70421  
Address City State Zip

857-331-2303 3-23-2010  
Telephone Number Date



# Certificate of Eligibility

TC 14-2  
Rev. 205  
CERTIFICATE NO.  
A 2009  
00117

ISSUED BY  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

This Certifies that EATON ASPHALT PAVING CO INC AND SUBSIDIARY  
1075 EATON DRIVE  
COVINGTON KY 41017-9655

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of **UNLIMITED**. This certificate which expires **December 31, 2009** is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

## TYPES OF WORK

- |   |  |
|---|--|
| <b>A</b> GRADE AND DRAIN                          | <b>B</b> PORTLAND CEMENT CONCRETE PAVING           |
| <b>C1</b> ASPHALT PAVING OPTION B                 | <b>C2</b> ASPHALT PAVING OPTION A                  |
| <b>E1</b> BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN | <b>E2</b> BRIDGES NOT MORE THAN 100 FT. CLEAR SPAN |
| <b>I26</b> BUILDINGS AND RELATED CONSTRUCTION     | <b>I27</b> DEMOLITION                              |
| <b>I38</b> BITUMINOUS MILLING & TEXTURING         |  |

DATE ISSUED: March 30, 2009

BY   
STATE HIGHWAY ENGINEER  
DEPARTMENT OF HIGHWAYS



## CERTIFICATE OF LIABILITY INSURANCE

OP ID KT  
JOHN-5  
DATE (MM/DD/YYYY)  
03/23/10

PRODUCER  
Schiff, Kreidler-Shell, Inc.  
1 West Fourth St. Suite 1300  
Cincinnati OH 45202  
Phone: 513-977-3100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Eaton Asphalt Paving Co., Inc.  
1075 Eaton Drive  
Covington KY 41017

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACUTY	14184
INSURER B: KY Associated Genl Contractors	
INSURER C: Federal Insurance Company	20281
INSURER D:	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>A</b> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	D31028	04/01/09	04/01/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
<b>A</b> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	D31028	04/01/09	04/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>A</b> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>A</b> EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$	D31028	04/01/09	04/01/11	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
<b>B</b> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	7344	01/01/09	01/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
<b>C</b> Equipment Floater ALL RISK COVERAGE	6547305	04/01/09	04/01/11	Limit \$1,000,000 Ded. \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
RE: Any work performed for the Pendleton County Road Dept 2010

### CERTIFICATE HOLDER

PENDL-5

Pendleton County Road  
Dept.  
103 Hwy 330 West  
Falmouth KY 41040

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.  
The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD 25 (2009/01)

Asphalt bids

Subject: Asphalt bids  
From: TrUKatfan@aol.com  
Date: Thu, 1 Apr 2010 14:29:12 EDT  
To: pendjud@fuse.net

Henry,

In running the numbers, it appears Eaton's bid is the lower bid. When hauling is added to the bid price it still comes in cheaper than Mago. Depending on the part of the county being served, the bid can range from approximately 71 cents to 55 cents cheaper per ton. The greater savings will be for work in the northern part of the county. As you move south the savings will decrease.

For the sake of argument, assume Falmouth is 11.25 miles south of Butler. Mago's cost to pave in Falmouth would be \$71.25. Eaton's cost would be \$70.54 or 71 cents cheaper. Hauling from Falmouth south is equal for both so any deliver from Falmouth south will be 71 cents cheaper. Anything north of Falmouth the savings grow because Mago will be charging the minimum haul rate whereas Eaton will decrease by approximately 20 cents per mile for each mile north of Falmouth. Theoretically, if delivery was 11.25 miles northwest of Mago the savings would be 40 cents per mile less for each mile northwest of the 11.25 mile break point (Eaton's haul rate drops by 20 cents while Mago's increases by 20 cents per mile).

One disclaimer, clearly I am not a mathematician or accountant, but by my math this is how it works out.

Hope this helps. Call if you have any questions.

Jeff

No virus found in this incoming message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 8.5.437 / Virus Database: 271.1.1/2783 - Release Date: 04/03/10 06:35:00

1 of 1

4/13/2010 3:50 PM

Subject:  
From: "Jurgensen, Jason" <[Jason.Jurgensen@irjnet.com](mailto:Jason.Jurgensen@irjnet.com)>  
Date: Wed, 7 Apr 2010 12:43:16 -0400  
To: "pendjud@fuse.net" <[pendjud@fuse.net](mailto:pendjud@fuse.net)>

Judge Bertram,  
I have attached a spreadsheet showing paving prices from both companies in four different locations in Pendleton County. There seems to be some confusion over how the haul is to be paid so I wanted to add the exact verbage used in the FOB contract. The department will pay "the cost of haul at the rate of 5.20 per ton mile (\$2.25 minimum per ton) based on the difference between the vendors plant and the mid-point of the project"

The haul calculations for Eaton are based off of 5.20/mile, very simple. The haul rates for MAGO are based off of 5.20/mile, when the haul rate is lower than \$2.25 it is adjusted to the \$2.25 minimum.

Please call if you have any questions

Jason Jurgensen  
613-532-3023

Information from ESET NOD32 Antivirus, version of virus signature database 4755 (20100108)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

No virus found in this incoming message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 8.5.437 / Virus Database: 271.1.1/2756 - Release Date: 04/07/10 06:32:00

pendleton county haul breakdown.xls	Content-Description: pendleton county haul breakdown.xls
	Content-Type: application/vnd.ms-excel
	Content-Encoding: base64

1 of 1

4/9/2010 7:22 AM

	Eaton				Mago				Eaton low by
	Miles	Haul	Placing	Total	Miles	Haul	Placing	Total	
Butler Quarry	26	\$5.20	\$1.49	\$6.69	0	\$2.25	\$7.00	\$9.25	\$2.56
Falmouth	35	\$7.00	\$1.49	\$8.49	10	\$2.25	\$7.00	\$9.25	\$0.76
Morgan	35	\$7.00	\$1.49	\$8.49	16	\$3.20	\$7.00	\$10.20	\$1.71
McKinneysburg	39	\$7.80	\$1.49	\$9.29	18	\$3.60	\$7.00	\$10.60	\$1.31

### In Re: Amend KACo Series 1989 Bonds

Grant Satterly a KACo representative came before the Fiscal Court to ask that Judge Bertram sign the approval to extend the Letter of Credit with Bank of New York, Trustee under a Trust Indenture dated March 1, 1989, extending the maturity date to May 31, 2011. Squire Veirs made a motion approving the signing of this agreement, seconded by Squire Fogle, motion carried.

#### SECOND AMENDMENT TO REIMBURSEMENT AGREEMENT

This is a Second Amendment to Reimbursement Agreement (this "Agreement") dated as of April 10, 2010, between KENTUCKY ASSOCIATION OF COUNTIES LEASING TRUST (the "Trust"), JPMORGAN CHASE BANK, N.A., a national banking association organized and existing under the laws of the United States of America (the "Bank") and PENDLETON COUNTY, KENTUCKY (the "Issuer"). Terms not otherwise defined herein shall have the meaning set forth in the Reimbursement Agreement (defined below) or in the Trust Indenture (defined below).

#### RECITALS:

WHEREAS, the Bank of New York Mellon Trust Company N.A. ("BNY"), is Trustee under a Trust Indenture dated March 1, 1989 (the "Indenture"), by and among the Issuer, the Trust and Liberty National Bank & Trust Company of Louisville (predecessor in interest to BNY), pursuant to which the Issuer issued the \$200,000,000 Pendleton County, Kentucky Money Market Municipal Multi-County Lease Revenue Bonds (Kentucky Association of Counties Leasing Trust Program), Series 1989 (the "Bonds"); and

WHEREAS, the Bank has provided a letter of credit to secure payments to bondholders under the Bonds in the amount of \$113,531,250, dated July 3, 2006 (the "Letter of Credit"), pursuant to the Reimbursement Agreement dated as of July 1, 2006, by and among the Bank, the Trust and the Issuer (the "Original Reimbursement Agreement"), as amended by the First Amendment to Reimbursement Agreement dated as of April 10, 2009 (the "First Amendment to Reimbursement Agreement") (the Original Reimbursement Agreement, as amended, the "Reimbursement Agreement"), with the capitalized words not otherwise defined in this Agreement having the meanings given them in the Reimbursement Agreement and the Indenture; and

WHEREAS, the Issuer and the Trust have requested that the bank extend the expiration date for the Letter of Credit to May 31, 2011; and

WHEREAS, the Bank takes the position that the loss of certain collateral under the Security Agreement dated March 1, 1989, between Shearson Lehman Hutton Investments, Inc., predecessor to Lehman Brothers, Inc. ("Lehman Brothers") and BNY (the "Security Agreement") gives it the right to declare an event of default under the Reimbursement Agreement; and

WHEREAS, the Bank has not declared an event of default under the Reimbursement Agreement but reserves its right to do so;

WHEREAS, the Bank is willing to extend the expiration date of the Letter of Credit upon the terms set forth herein;

NOW THEREFORE, the Trust and the Bank agree as follows:



1. **Delivery of Notice of Extension Amendment.** Pursuant to Section 2.12 of the Reimbursement Agreement, the Bank, contemporaneous with the execution of this Amendment, agrees to deliver to the Trustee a notice of extension amendment providing for the extension of the "Stated Expiration Date" of the Letter of Credit to May 31, 2011.

2. **Payment of Administrative Expenses.** The parties reaffirm the provisions of Section 2 of the First Amendment to Reimbursement Agreement regarding payment of administrative expenses.

3. **Bank's Agreement.** In consideration of the foregoing, the Bank agrees not to declare an event of default under the Reimbursement Agreement as of the date hereof and has foregone the opportunity to increase its letter of credit fees to a market rate as of the date hereof, provided, however, that this agreement shall not limit the right of the Bank, if it so elects, to declare an event of default under the Reimbursement Agreement arising from loss of collateral under the Security Agreement at any time hereafter; provided, further, that prior to declaring an event of default under the Reimbursement Agreement in connection with the loss of collateral, the Bank agrees to allow the Trust the opportunity to discuss with the Bank the ramifications of declaration of an Event of Default and whether any alternatives to such declaration might exist that are acceptable to the Bank. Unless otherwise agreed in writing, this Agreement shall terminate upon the Bank's declaration of an event of default under the Reimbursement Agreement.

4. **Ratification.** Except as specifically amended by the provisions hereinabove, the Reimbursement Agreement remains in full, force and effect. The Trust hereby reaffirms and ratifies all of its obligations under the Reimbursement Agreement, as amended and modified hereby, and under the indenture, and the Letter of Credit, and any other agreement or instrument relating thereto.

5. **Representations and Warranties.** To induce the Bank to enter into this Amendment, the Trust represents and warrants to Bank as follows:

A. The Trust has full power, authority, and capacity to enter into this Amendment, and this Amendment constitutes the legal, valid and binding obligations of the Trust, enforceable in accordance with its terms.

B. No Event of Default under the Reimbursement Agreement has occurred which continues unwaived by the Bank, and no event which with the passage of time, the giving of notice or both would constitute an Event of Default, exists as of the date hereof, other than the loss of collateral described in Section 2 above.

C. The persons executing this Amendment on behalf of the Trust are duly authorized to do so.

D. The representations and warranties made by the Trust in the Reimbursement Agreement are hereby remade and restated as of the date hereof.

2

E. Except for proceedings related to Lehman Brothers and other matters related to the Security Agreement, there are no material actions, suits, legal, equitable, arbitration or administrative proceedings pending or threatened against the Trust, the adverse determination of which could have a material adverse effect on the Reimbursement Agreement, the business operations or financial condition of the Trust or the ability of the Trust to fulfill its obligations under the Reimbursement Agreement.

6. **Miscellaneous.**

A. To the extent that assignment is permitted under this Amendment, the provisions of this Amendment shall bind and benefit the Bank, the Trust and the Issuer and their respective successors and assigns.

B. This Amendment, the Reimbursement Agreement and the related writings and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws (including, without limitation, the conflicts of laws rules) of the Commonwealth of Kentucky.

C. This Amendment may be modified only in writing executed by the Bank, the Trust and the Issuer.

D. The invalidity or unenforceability of any provision of this Amendment shall not affect the validity or enforceability of any one or more of the other provisions hereof. The Bank, the Trust and the Issuer agree that this Amendment shall be so interpreted as to give effect and validity to all the provisions hereof to the fullest extent permitted by law.

E. The headings used in this Amendment are included for ease of reference only and shall not be considered in the interpretation or construction of this Amendment.

F. This Amendment may be signed by each party upon a separate copy, and in such case one counterpart of this Amendment shall consist of enough of such copies to reflect the signature of each party. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Amendment or the terms thereof to produce or account for more than one of such counterparts.

[continues on following page]

3

IN WITNESS WHEREOF, witness the signatures of the parties hereto as of the day and year first above written.

KENTUCKY ASSOCIATION OF  
COUNTY LEASING TRUST

By: \_\_\_\_\_  
Its: \_\_\_\_\_

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

PENDLETON COUNTY, KENTUCKY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LOULibrary 00000000.00000000 926790v1

4

**In Re: Resolution Declaring County Property as Surplus**

Judge Bertram presented a resolution declaring 3-vehicles and a Motrim Mower as surplus. This equipment will be disposed of as scrap metal or through the sealed bid process. Squire Wells made a motion approving this resolution, seconded by Squire Fogle, motion carried.

**RESOLUTION NO. \_\_\_\_\_**

**COUNTY OF PENDLETON KENTUCKY**

**A RESOLUTION OF THE PENDLETON COUNTY FISCAL COURT  
DECLARING VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY AND  
DISPOSING OF SUCH EQUIPMENT THROUGH SEALED BIDS AND/OR  
SELLING AS SCRAP METAL .**

**WHEREAS**, through the advice of the road employees, the road supervisor and department supervisors of Pendleton County, the attached list of surplus property should be declared surplus and disposed of as scrap metal or through the sealed bid process, and

**WHEREAS**, such equipment and vehicles are either beyond suitable repair or do not meet current need, and

**WHEREAS**, such surplus equipment and vehicles are taking up needed space.

**NOW, THEREFORE, BE IT RESOLVED**, that the Pendleton County Fiscal Court does hereby declares the following list of vehicles and equipment as surplus and further resolves to dispose of such surplus property as scrap metal or by sealed bids:

	TYPE	NUMBER	DATE
1.	Motrim Mower	SMT 17897421	10/17/1997
2.	Ford Crown Vic	2FALP71W0SX183835	1995
3.	Ford Crown Vic	2FAFP71W3WX146006	1998
4.	Ford Crown Vic	2FAFP 71W1YX165298	2000

This Resolution shall be in full force and effect immediately upon its adoption.

ADOPTED: April 13, 2010

\_\_\_\_\_  
Henry W. Bertram  
County Judge/Executive  
Pendleton County

ATTEST:

\_\_\_\_\_  
Vicky King  
Fiscal Court Clerk

**In Re: Eagle View Petition**

Judge Bertram informed the court that the Eagle View Drive Taxing District petition is signed and ready to move forward. A public hearing will be set as soon as possible within statutory limits. This was informational only, no action taken.

**PETITIN FOR FORMATIN OF  
SUBDIVISION ROAD DISTRICT**

**TO THE PENDLETON COUNTY FISCL COURT**

- The following registered voters of Pendleton, County, Kentucky, hereby petition the Fiscal Court to form a Subdivision Road District which shall have the authority to impose a special ad valorem tax of (amount not to exceed .10 cents) on each \$100.00 One Hundred dollars worth of property assessed for local taxation in the district, for the following reason: In order to provide revenue for repair, maintenance and upkeep of Eagle View Drive in Pendleton County, Kentucky.
- This Subdivision Road District is to be created and operated under KRS 179.700-735.
- The present population of the area of the district is: approx 40 persons.
- The density of population is as follows: approx 40 per Sq. mile.
- The projected growth of the area is as follows: 13 more homes.
- The assessed valuation of the property within the proposed Road District is \$680.000
- The area to be served by the Proposed Road district is as described as follows: Being lots One (1) through twenty-three (23) known as Eagle View Drive as depicted in the Plot and Plan there ideal homes Cahill and McLafferty Surveyors H M Crabtree land surveyors did Eagle View Estates Division.
- It is anticipated that the service in area will begin June1, 2010  
  
The proposed service is the improvement of Eagle View Drive to the extent that they will become passable at all times by means of common passenger automobiles, and the maintenance of said roads in that condition. The projected effect of providing this service on the social and economic growth of the area is as follows: The eventual building of 13 more homes that will increase the property taxes paid to the County, as well as possible payroll taxes if those new residents were to be employed in the County.
- The three year projection of cost versus revenue of the proposed Road District is as follows:

3 Year projected revenue	\$2,040.00
3 Year projected disbursement	\$2,040.00

10. Services to be provided by this proposed Road District are not provided by Pendleton County nor any other governmental entity of Pendleton County, Kentucky and are not otherwise available in said County.

Attached are the Names, Signatures and Addresses of those petitioning this Honorable Fiscal Court for the creation of the aforementioned Road District.

Wade & Sheryl Coffell  
115 Eagle View Dr.  
1-859-242-1219

*Wade Coffell*  
*Sheryl Coffell*

Bruce & Angie Shack  
71 Eagle View Dr.  
11859-654-2004

*Bruce Shack*  
*Angie Shack*

Rick Angel  
257 Eagle View Dr.  
1-859-750-0317

*Rick Angel*

Ronnie & Diane Mains  
274 Eagle View Dr.  
1-859-654-3846

*Ronnie Mains*  
*Diane L Mains*

Steven & Delores Work  
118 Eagle View Dr. (AND)  
112 Eagle View Dr.  
1-859-654-4213

*Steven Work*  
*Delores Work*

Mary Courtney  
96 Eagle View Dr.  
1-859-654-1577

*Mary Courtney*

Bradley Hannah  
170 Eagle View Dr.  
1-859-654-0290

*Bradley Hannah*

Dan & Jeanette Reynolds  
50 Eagle View Dr.  
(Owner of above address)  
Dan Reynolds  
2500 Rt. 17 North  
Butler KY. 41006  
1-859-393-2895

*Dan Reynolds* *Jeanette Reynolds*

Charles & Connie Hannah  
104 Eagle View Dr.  
1-859-654-2551

*Charles Hannah*  
*Connie Hannah*

#### In Re: Airport Board Recommendation

Judge Bertram recommended the appointment of Charles Pyles to the Pendleton County Airport Board. Squire Whaley made a motion approving this recommendation, seconded by Squire Veirs, motion carried with Squire Fogle abstaining from the vote due to his family relationship with Mr. Pyles.

#### In Re: Host Agreement Amendment

Judge Bertram presented the court with a copy of an amendment to the Host Agreement. This amends Paragraph 6 of the original agreement to include Lake County, Ohio for Solidification Waste only; with a limit of (8) eight loads per week unless the county judge is notified of any additional loads. Squire Fogle made a motion to approve the Amendment as presented, seconded by Squire Veirs, motion carried.

#### **FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT**

This FIRST AMENDMENT TO HOST COMMUNITY AGREEMENT ("Amendment") is entered into this \_\_\_\_ day of \_\_\_\_, 2010, and shall amend and modify the Host Agreement "(Agreement)" made and entered into this the 13th day of June, 2006, by and between the County of Pendleton, a political subdivision of the Commonwealth of Kentucky, by and through the Pendleton County Fiscal Court, hereafter referred to as "the County", and Rumpke of Kentucky, Inc., the Rumpke. By the agreement of the parties and for good and valuable consideration, the Agreement is hereby amended as follows:

Paragraph 6 of the Agreement is hereby amended to include Lake County, Ohio for Solidification Waste only, with a limit of (8) eight loads per week unless the county judge is notified of any additional loads.

All other terms and conditions of the Agreement not specifically altered by this Amendment shall remain in full force and effect.

Pendleton County Fiscal Court, County of Pendleton, Kentucky

BY: \_\_\_\_\_

The Honorable, Henry Bertram

Pendleton County Judge/Executive

Rumpke of Kentucky, Inc., a Kentucky Corporation

BY: \_\_\_\_\_

Todd Rumpke, Vice President

Rumpke of Kentucky, Inc.

**In Re: Generator Agreement with Williamstown**

Judge Bertram presented the court with a copy of an Interlocal Cooperation Agreement with the City of Williamstown regarding the desire to solicit bids on a joint basis from electrical contractors licensed by the State of Kentucky to supply the labor and materials for the installation and wiring of two permanent electrical generators and six portable emergency electrical generators for their respective jurisdictions. Squire Wells made a motion to approve this Interlocal Cooperation Agreement, seconded by Squire Whaley, motion carried.

**INTERLOCAL COOPERATION AGREEMENT  
PURCHASE OF EMERGENCY GENERATORS**

This Agreement is made and entered into as of the \_\_\_\_ day of April, 2010, by and between Pendleton County, Kentucky ("Pendleton County") and the City of Williamstown, Kentucky ("Williamstown" and collectively with Pendleton County as the "Purchasers").

**WITNESSETH:**

**WHEREAS**, Williamstown and Pendleton County, on behalf of their respective citizens, desire to solicit bids on a joint basis from electrical contractors licensed by the State of Kentucky to supply the labor and materials for the installation and wiring of two permanent electrical generators and six portable emergency electrical generators for their respective jurisdictions (the "Generator Installation Project"); and

**WHEREAS**, Williamstown and Pendleton County are permitted to enter into an Inter-Governmental Agreement pursuant to authority of the Interlocal Cooperation Act (Kentucky Revised Statutes §65.210, et seq.); and

**WHEREAS**, Williamstown, acting through its Council, has determined that the public welfare, interest and good shall be preserved, maintained and promoted by this Agreement, which is entered into pursuant to the same statutory authority; and

**WHEREAS**, receiving and ultimately accepting on a joint basis one or more bids for the installation and wiring of electrical generators should provide the citizens of Williamstown and Pendleton County with improved service at more economical prices.

**NOW, THEREFORE**, in order to accomplish these goals and to regulate other matters relating thereto, the Williamstown and Pendleton County (hereinafter sometimes collectively referred to as the "Governmental Bodies") do mutually agree as follows:

1. **Duration of Agreement.** This Agreement shall commence upon the Effective Date, as defined below, and shall continue until the Generator Installation Project has been completed or if no bids are accepted, until the Generator Installation Project has been terminated.

2. **Ownership of Property.** It is the intention of the parties hereto that each party shall retain ownership of its own facilities and that neither party hereto shall take ownership of any real or personal property owned by the other party hereto. Each of the parties hereto shall be responsible for the construction, renovation, upkeep and maintenance of its real and personal property at its own cost and expense.

3. **Personnel.** All personnel used in furnishing the services provided for under this Agreement shall, at all times, remain employees of the party by whom they are employed, regardless of whether they are providing services pursuant to this Agreement or as part of their regular duties for their employer. Neither party shall have the authority to direct or control the activities of the other party's employees.

4. **Joint Bid Solicitation.** The Governmental Bodies shall seek bids on a joint basis for the Generator Installation Project. There shall be no separate legal or administrative authority created to implement this Agreement. Williamstown will solicit bids for the Generator Installation Project and the Governmental Bodies shall jointly review such bids and select the winning bid in accordance with applicable law. If the parties cannot agree upon a winning bid, then the solicitation may be withdrawn and this Agreement may be terminated by either party.

5. **Contract and Payment.** Williamstown shall enter into an agreement with the winning bidder selected by the Governmental Bodies (hereinafter the "Contractor") to perform the Generator Installation Project. The contract shall require the Contractor to apportion its fees among the various locations at which the work is to be carried out, and each party shall pay the cost for the work undertaken within its jurisdiction. Williamstown may require Pendleton to pay over its share of the cost of the Generator Installation Project five (5) days in advance of the date payment is due to the Contractor. Williamstown will pay all invoices for labor

when due and shall draw FEMA and state funds to reimburse itself for these invoices. Williamstown will invoice Pendleton County for its local share of funding to the project.

6. **Termination and Distribution of Property.** Upon termination of this Agreement, each of the Parties shall retain all real and personal property owned by such party.

7. **Approval of Agreement.** This Agreement shall not be effective and binding upon any party hereto until the same has been approved by the legislative body of each party hereto and this Agreement has been executed by the executive authority of each party and until this Agreement has been approved by the Attorney General of the Commonwealth of Kentucky (the "Effective Date").

8. **General Provisions.**

(a) **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered to the parties at the principal office address set forth above each party's signature below, or to such other address as a party may specify in a written notice to the other parties hereto. Notices shall be deemed to be served upon deposit in the United States mail, certified, return receipt requested or with a nationally recognized overnight delivery service.

(b) **Further Assurances.** Each party hereby agrees that, at any time and from time to time, upon the request of the other party, it will execute and deliver such further documents and do such further acts and things as the other party reasonably requests in order to effect the purposes of this Agreement.

(c) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence and understandings between the parties with respect to the subject matter hereof, whether oral or in writing. This Agreement may only be amended by a writing signed by both of the parties hereto.

(d) **Delay and Waiver.** No delay on the part of any party hereto in exercising any right under this Agreement shall operate as a waiver of such right. The waiver by any party of any term or condition of this Agreement shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or waiver or any other term or condition contained in this Agreement.

(e) **Severability.** Should any provision of this Agreement, or the application thereof, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative applications thereof, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity. Further, should any provision of this Agreement be held invalid or unenforceable by reason of an excessive scope, restriction or obligation, such provision shall be deemed reformed to provide for such scope, restriction or obligation to the fullest extent deemed not to be invalid or unenforceable.

(f) **Assignment.** This Agreement shall not be assignable by either party hereto without the prior written consent of the other party hereto, and any such assignment purported to be made without such consent shall be null and void.

(g) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(h) **Section Headings and Construction.** The section headings in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and will not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain. Singular terms shall be construed as plural, neuter as male or female, and vice versa, where the context requires.

(i) **Force Majeure.** Notwithstanding any provision of this Agreement to the contrary, no

party hereto shall have any liability to any other for a temporary cessation of performance or delay in performance resulting from flood, fire or other extreme weather conditions, national emergency, strikes or other labor difficulties, war, civil unrest, power failure, equipment failure or any cause of like nature beyond its reasonable control; provided that nothing in this Section is intended nor shall it be construed to relieve either party hereto of any obligation to pay money hereunder or extend any time for payment hereunder.

(j) Governing Law. This Agreement shall be governed by, and construed in accordance with, the domestic laws of the Commonwealth of Kentucky, without regard to conflict of law principles.

(k) Counterparts. This Agreement may be executed in multiple counterparts each of which when fully executed will be considered an original, but all of which together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the Mayor of the City of Williamstown, Kentucky and the Judge/Executive of Pendleton County have hereunto subscribed their signatures on the following pages pursuant to duly adopted authorizing legislation of their respective governments as of the dates indicated with their signatures.

**CITY OF WILLIAMSTOWN, KENTUCKY**

The address, principal office and place of business of such City is:

400 N. Main Street  
Williamstown, Kentucky 41097

By: \_\_\_\_\_  
Glenn V. Caldwell, Mayor

Dated as of the \_\_\_\_ day of March, 2010.

**PENDLETON COUNTY, KENTUCKY**

The address, principal office and place of business of such County is:

233 Main Street  
Room 4  
Falmouth, KY 41040

By: \_\_\_\_\_  
Henry W. Bertram, Judge/Executive

Dated as of the \_\_\_\_ day of March, 2010.

367276-1\W\DK\CR001  
03/18/2010

3

**In Re: Transfers**

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Veirs made a motion, seconded by Squire Wells, that the following Budget Account Transfers be accepted and approved as presented, motion carried.

**PENDLETON COUNTY FISCAL COURT  
TUESDAY APRIL 13, 2010  
7:00 PM  
COURT ORDER TRANSFERS**

**General Fund**

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5010-199	Co. Clerk Fees	\$2,700.00
01-5047-567	Payroll Tax Refunds	\$ 350.00
01-5065-599	Misc. Election Expenses	\$ 300.00
01-5080-571	Courthouse Renewals & Repairs	\$ 500.00

**Road Fund**

Transfer from (02-6105-447) Road Materials to the following accounts:

02-6103-102	Road Supervisor Salary	\$6,300.00
-------------	------------------------	------------

**Jail Fund**

Transfer from (03-9200-999) Reserve for Transfers to the following accounts:

03-5101-592	Maintenance & Repair Vehicles	\$ 500.00
-------------	-------------------------------	-----------

**LGEA Fund**

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5135-571	Renewals & Repairs	\$ 50.00
-------------	--------------------	----------

**Ambulance Fund**

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-441	Machinery & Equipment	\$ 500.00
09-5140-499	Other Supplies	\$ 50.00
09-5140-550	Medical Supplies	\$1,000.00
09-5140-592	Maintenance & Repair Vehicles	\$ 50.00

911 Fund

Transfer from (75-9200-999) Reserve for Transfers to the following accounts:

75-5145-107 Dispatch Supervisor/Director \$1,075.00

INTERFUND TRANSFERS

Transfer from General Fund to HRA Fund \$ 1,944.36

Transfer from Road Fund to HRA Fund \$ 216.04

Transfer from 911 Fund to HRA Fund \$ 432.08

Henry W. Bertram

Fiscal Court Clerk

In Re: Payment of Claims

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Whaley, seconded by Squire Wells that the following claims be allowed and ordered paid out of the following funds, motion carried.

Pendleton County Fiscal Court  
Voucher Claims Register

General Fund  
From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5036 Vendor HENRY BERT HENRY BERTRAM Voucher Date 04/13/2010						
10-0113	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	643643	PHONE CHARGES	JUDGES PHONE	31.75
		Printed On Check 012446				31.75
Voucher Totals						31.75
Voucher No. 10-5037 Vendor OFFICEDEPO OFFICE DEPOT Voucher Date 04/13/2010						
10-0113	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	514975680001	804535	JUDGES OFFICE SUPPLIES	305.78
10-0113	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	514523886001	804511	OFFICE SUPPLIES JUDGES OFFICE	27.48
10-0113	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES	514975623001	804535	TAX ADMINISTRATORS OFFICE SUPPLIES	40.35
10-0113	01-5080-411-	COURTHOUSE CUSTODIAL SUPPLIES	514524067001	804511	COURTHOUSE CUSTODIAL SUPPLIES	93.60
		Printed On Check 012447				467.25
Voucher Totals						467.25
Voucher No. 10-5038 Vendor POST OFFIC U S POST OFFICE Voucher Date 04/13/2010						
10-0113	01-5001-583-	CO. JUDGE/EXEC., POSTAGE	643632	400 STAMPS @ .44 EA	JUDGES OFFICE	176.00
10-0113	01-5047-583-	TAX ADMINISTRATOR POSTAGE	643632	400 STAMPS @ .44 EA	TAX ADMINIS.	176.00
		Printed On Check 012448				352.00
Voucher Totals						352.00
Voucher No. 10-5039 Vendor CO CLERK PENDLETON COUNTY CLERK Voucher Date 04/13/2010						
10-0113	01-5010-199-	CO. CLERK FEES	604534	CO CLERK'S CLAIM FOR CALCU.	MFO & BOAT BILLS 2010	2,823.00
		Printed On Check 012449				2,823.00
Voucher Totals						2,823.00
Voucher No. 10-5040 Vendor KMCA KY MAGISTRATES & COMMISSIONERS ASSOC Voucher Date 04/13/2010						
10-0113	01-5025-569-	REGISTRATION/CONFERENCES	997	643237	KMCA SPRING CONFERENCE, VEIRS, WELLS, FOGLE	750.00
		Printed On Check 012450				750.00
Voucher Totals						750.00
Voucher No. 10-5041 Vendor STACEYWELL STACEY WELLS Voucher Date 04/13/2010						
10-0113	01-5025-569-	REGISTRATION/CONFERENCES	604572	KMCA CONFERENCE LODGING & MILES		372.41
		Printed On Check 012451				372.41
Voucher Totals						372.41
Voucher No. 10-5042 Vendor PVA PENDLETON PROPERTY VALUATION ADMIN. Voucher Date 04/13/2010						
10-0113	01-5030-367-	P.V.A. STATUTORY CONTRIBUTION	604552	FY 2009-10 STATUTORY CONTRIBUTION PER KRS 132.590		6,396.25
		Printed On Check 012452				6,396.25
Voucher Totals						6,396.25
Voucher No. 10-5043 Vendor BANTA BANTA ELECTRICAL CONSTRUCTION Voucher Date 04/13/2010						
10-0113	01-5047-567-	PAYROLL TAX REFUNDS	643634	2009 OCCUPATIONAL TAX REFUND DUE TO OVERPAYMENT		328.56
		Printed On Check 012453				328.56
Voucher Totals						328.56
Voucher No. 10-5044 Vendor ES&S ELECTION SYSTEMS & SOFTWARE, INC. Voucher Date 04/13/2010						
10-0113	01-5065-599-	MISC. ELECTION EXPENSES	737081	604546	STAND ALONE PRINTER	800.00
		Printed On Check 012454				800.00
Voucher Totals						800.00
Voucher No. 10-5045 Vendor KY ELECTIO KENTUCKIANA ELECTION SERVICES Voucher Date 04/13/2010						
10-0113	01-5085-737-	VOTING MACHINES	604513	SHIPPING ON ELECTION VOTING MACHINES & MATERIAL		480.75
		Printed On Check 012455				480.75
Voucher Totals						480.75

Pendleton County Fiscal Court  
Voucher Claims Register

General Fund  
From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: ARAMARK ARAMARK UNIFORM SERVICES, INC. Voucher Date: 04/13/2010						
Voucher No. 10-5046						
10-0113	01-5080-411-	COURTHOUSE CUSTODIAL SUPPLIES	643133	MARCH MAT RENTAL COURTHOUSE		79.49
10-0113	01-5080-411-	COURTHOUSE CUSTODIAL SUPPLIES	643190	MARCH MAT RENTAL COURTHOUSE		79.49
10-0113	01-5080-411-	COURTHOUSE CUSTODIAL SUPPLIES	643240	MARCH MAT RENTAL COURTHOUSE		79.49
10-0113	01-5080-411-	COURTHOUSE CUSTODIAL SUPPLIES	643514	MARCH MAT RENTAL COURTHOUSE		79.49
10-0113	01-5080-411-	COURTHOUSE CUSTODIAL SUPPLIES	643845	MARCH MAT RENTAL COURTHOUSE		79.49
10-0113	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	643133	MARCH MAT RENTAL ANNEX BLDG.		5.87
10-0113	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	643190	MARCH MAT RENTAL ANNEX BLDG.		5.87
10-0113	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	643240	MARCH MAT RENTAL ANNEX BLDG.		5.87
10-0113	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	643814	MARCH MAT RENTAL ANNEX BLDG.		5.87
10-0113	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.	643845	MARCH MAT RENTAL ANNEX BLDG.		5.87
Printed On Check 012455 Voucher Totals						431.80
Vendor: PHILLIPS PHILLIPS SUPPLY CO. Voucher Date: 04/13/2010						
Voucher No. 10-5047						
10-0113	01-5080-411-	COURTHOUSE CUSTODIAL SUPPLIES	618265	643248 SWEEPER FILTERS & BAGS		147.20
Printed On Check 012457 Voucher Totals						147.20
Vendor: ACE FALMOUTH ACE HARDWARE Voucher Date: 04/13/2010						
Voucher No. 10-5048						
10-0113	01-5080-411-	COURTHOUSE CUSTODIAL SUPPLIES	23637	643238 GREATSTUFF BIG GAPS		5.99
10-0113	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	23655	643242 LEVER FLUSH CHROME		13.98
Printed On Check 012458 Voucher Totals						19.97
Vendor: CROUCH'S BRIAN CROUCH-CROUCH'S LAWN CARE Voucher Date: 04/13/2010						
Voucher No. 10-5049						
10-0113	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	604565	COURTHOUSE SNOW REMOVAL & SALT		280.00
Printed On Check 012459 Voucher Totals						280.00
Vendor: D-C ELEVAT D-C ELEVATOR COMPANY, INC. Voucher Date: 04/13/2010						
Voucher No. 10-5050						
10-0113	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	150972	604545 ELEVATOR OIL & LUBRICATION		84.75
Printed On Check 012460 Voucher Totals						84.75
Vendor: MOBILECOM MOBILECOMM INC Voucher Date: 04/13/2010						
Voucher No. 10-5051						
10-0113	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	748565	604529 MARCH MAINTENANCE CONTRACT CO PROPERTIES		78.20
Printed On Check 012461 Voucher Totals						78.20
Vendor: JONGOSNEY JON GOSNEY - ELECTRICAL SERVICES Voucher Date: 04/13/2010						
Voucher No. 10-5052						
10-0113	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	4461,4457,4459	604543 MAINTENANCE RADIO EQUIP. BUTLER, MORGAN, MT AUBU		240.00
Printed On Check 012462 Voucher Totals						240.00
Vendor: TAYLORLAWN TAYLORS LAWNMOVER Voucher Date: 04/13/2010						
Voucher No. 10-5053						
10-0113	01-5085-571-	CO PROPERTIES - RENEWALS & REPAIRS	3012	604508 LAWNMOWER MAINTENANCE		18.50
Printed On Check 012463 Voucher Totals						18.50

Page No 2

Pendleton County Fiscal Court  
Voucher Claims Register

General Fund  
From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: FLEETONE FLEETONE LLC Voucher Date: 04/13/2010						
Voucher No. 10-5054						
10-0113	01-5091-455-	MAPPING PETROLEUM PRODUCTS		604550 MARCH MAPPING FUEL		117.50
Printed On Check 012464 Voucher Totals						117.50
Vendor: FALMOUTH CITY OF FALMOUTH Voucher Date: 04/13/2010						
Voucher No. 10-5055						
10-0113	01-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		604590 MARCH FIRE RUNS		3,275.00
Printed On Check 012465 Voucher Totals						3,275.00
Vendor: PCVH GRANTS LICK VETERINARY HOSPITAL Voucher Date: 04/13/2010						
Voucher No. 10-5057						
10-0113	01-5205-385-	VETERINARY SERVICE		604531 5 EUTHANASIA, MEDICINE		122.00
Printed On Check 012466 Voucher Totals						122.00
Vendor: BARNES BARNES HARDWARE AND LUMBER Voucher Date: 04/13/2010						
Voucher No. 10-5058						
10-0113	01-5205-403-	ANIMAL FOOD AND SUPPLIES	614454	213846 CONTRACTOR BAG		12.99
10-0113	01-5205-403-	ANIMAL FOOD AND SUPPLIES	614708	213847 HOSE, NOZZLE, DOG FOOD		57.26
10-0113	01-5205-403-	ANIMAL FOOD AND SUPPLIES	614052	213845 CAT LITTER, HOSE NOZZLE, CAT FOOD		35.45
Printed On Check 012467 Voucher Totals						105.71
Vendor: FLEETONE FLEETONE LLC Voucher Date: 04/13/2010						
Voucher No. 10-5059						
10-0113	01-5070-455-	P & Z PETROLEUM PRODUCTS		604550 MARCH FUEL PLANNING & ZONING		69.64
10-0113	01-5205-455-	ANIMAL CONTROL PETROLEUM PRODUCTS	1474950	604559 MARCH FUEL ANIMAL CONTROL		248.63
10-0113	01-5210-455-	PETROLEUM PRODUCTS		604559 MARCH FUEL SOLID WASTE		135.38
Printed On Check 012468 Voucher Totals						454.65
Vendor: GARYMAXWEL GARY MAXWELL Voucher Date: 04/13/2010						
Voucher No. 10-5060						
10-0113	01-5205-573-	ANIMAL CONTROL TELEPHONES		213849 CELL PHONE REIMBURSEMENT		48.00
10-0113	01-5205-573-	ANIMAL CONTROL TELEPHONES		213848 CELL PHONE REIMBURSEMENT		48.00
Printed On Check 012469 Voucher Totals						96.00
Vendor: WYATT'S WYATT'S SUPERVALU Voucher Date: 04/13/2010						
Voucher No. 10-5081						
10-0113	01-5210-445-	OFFICE SUPPLIES SOLID WASTE		274219 CLEANING SUPPLIES		12.91
Printed On Check 012470 Voucher Totals						12.91
Vendor: SILGAS Voucher Date: 04/13/2010						
Voucher No. 10-5082						
10-0113	01-5205-573-	DOG KENNEL UTILITIES	126228	643042 GAS CHARGES FOR ANIMAL SHELTER		142.00
Printed On Check 012471 Voucher Totals						142.00
Vendor: BASEBALLBL BASEBALL BLASTERS 12 U Voucher Date: 04/13/2010						
Voucher No. 10-5083						
10-0113	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		604555 LITTER ABATEMENT CLEANUP 7 MILES		700.00
Printed On Check 012472 Voucher Totals						700.00
Vendor: FALWESLEY FALMOUTH WESLEYAN CHURCH Voucher Date: 04/13/2010						
Voucher No. 10-5084						
10-0113	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		604575 LITTER ABATEMENT CLEANUP 10 MILES		1,000.00
Printed On Check 012473 Voucher Totals						1,000.00

Page No 3

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

General Fund

From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5065		Vendor BUTLERHOME BUTLER HOMEMAKERS			Voucher Date 04/13/2010	
10-0113	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		604586	LITTER ABATEMENT CLEANUP BUTLER HOMEMAKERS	300.00
		Printed On Check 012474			Voucher Totals	300.00
Voucher No. 10-5066		Vendor DULCIEGROU DULCIE GROUP			Voucher Date 04/13/2010	
10-0113	01-5215-368-	SOLID WASTE CONTRACTED SERVICES		604574	LITTER ABATEMENT CLEANUP 9 MILES	900.00
		Printed On Check 012475			Voucher Totals	900.00
Voucher No. 10-5067		Vendor PCHS-VOLLE PCHS - GIRLS VOLLEYBALL			Voucher Date 04/13/2010	
10-0113	01-5215-366-	SOLID WASTE CONTRACTED SERVICES		604573	LITTER ABATEMENT CLEANUP 7 MILES	700.00
		Printed On Check 012476			Voucher Totals	700.00
Voucher No. 10-5068		Vendor SEAN MADER SEAN MADER			Voucher Date 04/13/2010	
10-0113	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION		604587	TRAIL CONSTRUCTION LABOR 32 HOURS	320.00
		Printed On Check 012477			Voucher Totals	320.00
Voucher No. 10-5069		Vendor BARNES BARNES HARDWARE AND LUMBER			Voucher Date 04/13/2010	
10-0113	01-5405-407-	RECREATIONAL TRAIL CONSTRUCTION	613837	643192	GRASS SEED FOR EROSION CONTROL	249.95
		Printed On Check 012478			Voucher Totals	249.95
Voucher No. 10-5070		Vendor GENEKEARNS GENE KEARNS			Voucher Date 04/13/2010	
10-0113	01-5420-507-	TOURISM CONTRIBUTIONS		643840	MARCH 18, 2010 TRAVEL TOURISM MEETING 72 Mi @ .42	29.52
		Printed On Check 012479			Voucher Totals	29.52
Voucher No. 10-5071		Vendor BANKOFNEW THE BANK OF NEW YORK TRUST CO., NA			Voucher Date 04/13/2010	
10-0113	01-7700-606-	INTEREST ON LEASE - COLT	156	643635	WATER DISTRICT LEASE PAYMENT #156	281.64
		Printed On Check 012480			Voucher Totals	281.64
Voucher No. 10-5072		Vendor FAL OUTLOO THE FALMOUTH OUTLOOK			Voucher Date 04/13/2010	
10-0113	01-5070-399-	PLANNING - COMPREHENSIVE	207	604533	LEGAL ADS P&Z	70.92
10-0113	01-5100-536-	LEGAL NOTICES	204	604533	LEGAL ADS JUDGES OFFICE	479.47
		Printed On Check 012481			Voucher Totals	550.39
Voucher No. 10-5124		Vendor CONRAD CONRAD HARDWARE AND FURNITURE			Voucher Date 04/13/2010	
10-0113	01-5205-403-	ANIMAL FOOD AND SUPPLIES		213843	1 FLASH DRIVE	29.99
		Printed On Check 012482			Voucher Totals	29.99
37 Vouchers Printed Totalling						23,487.65

Page No 4

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

Road Fund

From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5073		Vendor HILLTOP HILLTOP STONE LLC			Voucher Date 04/13/2010	
10-0213	02-6105-409-	CRUSHED STONE & GRAVEL		532303	COMMERCIAL LIMESTONE	124.53
10-0213	02-6105-409-	CRUSHED STONE & GRAVEL		532305	MATERIAL FOR CALDWELL ROAD	161.22
10-0213	02-6105-409-	CRUSHED STONE & GRAVEL		532309	CHANNEL LINING, BASE	121.26
10-0213	02-6105-409-	CRUSHED STONE & GRAVEL		532312	LIMESTONE	502.81
		Printed On Check 006133			Voucher Totals	909.82
Voucher No. 10-5074		Vendor FLEETONE FLEETONE LLC			Voucher Date 04/13/2010	
10-0213	02-6105-455-	PETROLEUM PRODUCTS	1474952	604549	MARCH FUEL ROAD DEPT	2,082.30
		Printed On Check 006134			Voucher Totals	2,082.30
Voucher No. 10-5075		Vendor EATON ASPH EATON ASPHALT			Voucher Date 04/13/2010	
10-0213	02-6105-447-	ROAD MATERIALS	542141	532321	COLD PATCH	1,955.10
		Printed On Check 006135			Voucher Totals	1,955.10
Voucher No. 10-5076		Vendor ACE FALMOUTH ACE HARDWARE			Voucher Date 04/13/2010	
10-0213	02-6105-447-	ROAD MATERIALS	23662	532328	1 PK BATTERIES, ELECTRIC SPLICERS, CONNECTORS	30.27
10-0213	02-6105-447-	ROAD MATERIALS	23648	532302	THREADED ROD	9.58
10-0213	02-6105-447-	ROAD MATERIALS	23612	443648	BOLTS	.32
10-0213	02-6105-447-	ROAD MATERIALS	23773	532315	1 SET DRILL BITS	24.99
10-0213	02-6105-447-	ROAD MATERIALS	23760	532317	2 TUBES THREADLOCK	15.98
10-0213	02-6105-447-	ROAD MATERIALS	23835	532323	VALVE	7.99
		Printed On Check 006136			Voucher Totals	89.13
Voucher No. 10-5077		Vendor SCOTT-GRO SCOTT-GROSS COMPANY, INC.			Voucher Date 04/13/2010	
10-0213	02-6105-447-	ROAD MATERIALS	1650188	604577	OXYGEN CYLINDERS	30.20
		Printed On Check 006137			Voucher Totals	30.20
Voucher No. 10-5078		Vendor REIS REIS CONCRETE PRODUCTS, INC.			Voucher Date 04/13/2010	
10-0213	02-6105-447-	ROAD MATERIALS	9541	532306	CALDWELL ROAD MATERIALS	224.00
10-0213	02-6105-447-	ROAD MATERIALS	172699	443840	24" CULVERT & BAND CALDWELL ROAD	399.20
10-0213	02-6105-447-	ROAD MATERIALS	9562	604564	MATERIAL FOR HOLTZ CREEK	342.00
10-0213	02-6105-447-	ROAD MATERIALS	9558	604583	MATERIAL FOR HOLTZ CREEK	419.00
		Printed On Check 006138			Voucher Totals	1,324.20
Voucher No. 10-5079		Vendor ST.ELIZBUS ST. ELIZABETH BUSINESS HEALTH CENTER			Voucher Date 04/13/2010	
10-0213	02-6105-447-	ROAD MATERIALS	287312	604588	DRUG SOREN T. MAXEDON, C. MOORE	78.00
		Printed On Check 006139			Voucher Totals	78.00
Voucher No. 10-5080		Vendor FREIGHTLIN FREIGHTLINER TRUCKS			Voucher Date 04/13/2010	
10-0213	02-6105-447-	ROAD MATERIALS	C007239570	604570	CONLINK ASSY	11.17
		Printed On Check 006140			Voucher Totals	11.17

Page No 1



# Pendleton County Fiscal Court Voucher Claims Register

Road Fund  
From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5081 Vendor TIM ANTROB TIM ANTROBUS Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS		604571	LODGING-RETURNING TRUCK FOR AUCTION	77.69
		Printed On Check 008141			Voucher Totals	77.69
Voucher No. 10-5082 Vendor MILES RODNEY MILES - BODY SHOP Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS	10889	604560	SERVICE CALL WINCH OUT	250.00
		Printed On Check 008142			Voucher Totals	250.00
Voucher No. 10-5083 Vendor ENGLISHFO RON ENGLISH / ENGLISH FOUNDATIONS Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS		604561	CONCRETE & CONSTRUCTION WORK	4,300.00
		Printed On Check 008143			Voucher Totals	4,300.00
Voucher No. 10-5084 Vendor KACERS KACERS Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS		643633	FY 2010-11 MEMBERSHIP DUES	25.00
		Printed On Check 008144			Voucher Totals	25.00
Voucher No. 10-5085 Vendor MOBIL.COM MOBILCOMM INC Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS	748563	604530	APRIL MAINTENANCE CONTRACT ROAD DEPT	105.00
		Printed On Check 008145			Voucher Totals	105.00
Voucher No. 10-5086 Vendor BUNNIES THERESA PEOPLES / BUNNIES "N" SUCH Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS	514	443841	SHIRTS	182.25
10-0213	02-6105-447-	ROAD MATERIALS	513	443642	SHIRTS	93.25
10-0213	02-6105-447-	ROAD MATERIALS	512	532320	TRANSFER-CAPS	162.02
		Printed On Check 006146			Voucher Totals	437.52
Voucher No. 10-5087 Vendor OFFICEDEPO OFFICE DEPOT Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS		643620	FILTERS FOR AIR CLEANER	53.74
		Printed On Check 008147			Voucher Totals	53.74
Voucher No. 10-5088 Vendor WYATT'S WYATT'S SUPERVALU Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS		532325	PAPER TOWELS, SOAP, AIR SPRAY, LYSOL SPRAY, BOWLCL	44.27
		Printed On Check 008148			Voucher Totals	44.27
Voucher No. 10-5089 Vendor BOBSUMEREL BOB SUMEREL TIRE CO. Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS	98986	532308	8 TIRES	1,808.00
		Printed On Check 006149			Voucher Totals	1,808.00
Voucher No. 10-5090 Vendor ANDER. EDU ANDERSON'S EQUIPMENT CO. Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS	36119	532324	GS FILTERS, OIL FILTERS	32.66
10-0213	02-6105-447-	ROAD MATERIALS	36101	532322	AIR FILTERS, BLADES, SPARK PLUGS	89.85
10-0213	02-6105-447-	ROAD MATERIALS	35823	532301	ROLLER CHAIN, LINK CONNECTOR, OFFSET LINK CONNECT	14.17
		Printed On Check 006150			Voucher Totals	136.68

Page No 2

# Pendleton County Fiscal Court Voucher Claims Register

Road Fund  
From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5091 Vendor TORCO TEST TORCO TESTING SERVICES, INC. Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS		532316	INSPECTION OF BUCKET TRUCK	235.00
		Printed On Check 006151			Voucher Totals	235.00
Voucher No. 10-5092 Vendor TRUCK & TR TRUCK AND TRAILER SUPPLY Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS	KK147763	532313	AXLE SOCKET, REAR AXLE SEATS	111.08
		Printed On Check 006152			Voucher Totals	111.08
Voucher No. 10-5093 Vendor BARNES BARNES HARDWARE AND LUMBER Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS	614180	443646	BULBS, BATTERY, KEYS	11.56
10-0213	02-6105-447-	ROAD MATERIALS	615219	532327	1 BALE STRAW, 10 LB GRASS SEED	29.40
		Printed On Check 006153			Voucher Totals	40.96
Voucher No. 10-5094 Vendor KY MOTOR KENTUCKY MOTOR SERVICE FALMOUTH Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS	26-224203	443639	ROLL WIRE	4.57
10-0213	02-6105-447-	ROAD MATERIALS	26-224698,26-224714	443647	BREAKSHOES, CYLINDERS, BRAKE CLEAN, BREAK KIT	77.92
10-0213	02-6105-447-	ROAD MATERIALS	26-224791	443650	GALLON BRAKE FLUID	17.99
10-0213	02-6105-447-	ROAD MATERIALS	26-50383,26-225031	532304	PLIERS, MAG SET, WRENCHES, HAMMER, FILTERS, TOWELS	65.45
10-0213	02-6105-447-	ROAD MATERIALS	26-225142	532307	1 CASE OIL, 1 OIL FILTER	44.80
10-0213	02-6105-447-	ROAD MATERIALS	26-225631	532311	3 GREASE GUN ENDS	16.02
10-0213	02-6105-447-	ROAD MATERIALS	26-225228	532310	1 FUEL FILTERS	16.12
10-0213	02-6105-447-	ROAD MATERIALS	26-225618	532314	3/8 RACKET	13.90
10-0213	02-6105-447-	ROAD MATERIALS	26-226175	532326	3 ROLLS WIRE, 1 FUSE HOLDER, 1 ELECTRIC BRAKE BOX	140.46
		Printed On Check 006154			Voucher Totals	397.32
Voucher No. 10-5095 Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC. Voucher Date 04/13/2010						
10-0213	02-6105-447-	ROAD MATERIALS	625819	532318	2 BOLTS	3.98
10-0213	02-6105-447-	ROAD MATERIALS	625850	532319	4 BOLTS	7.56
10-0213	02-6105-447-	ROAD MATERIALS	626305	532329	2 ROLLS WIRE	27.34
		Printed On Check 006155			Voucher Totals	38.88
Voucher No. 10-5096 Vendor BANKOFNEW THE BANK OF NEW YORK TRUST CO., NA Voucher Date 04/13/2010						
10-0213	02-7700-806-	INTEREST ON TRUCK LEASE	22	643636	LEASE PAYMENT #22 DUMP TRUCK	334.91
		Printed On Check 006156			Voucher Totals	334.91
Voucher No. 10-5125 Vendor E&H BRIDGE E&H BRIDGE & GRATING INC. Voucher Date 04/13/2010						
10-0213	02-6105-312-	BRIDGES		604582	PROFILE DESIGN FOR PEND CO BRIDGE OVER RAILROAD	1,500.00
		Printed On Check 006157			Voucher Totals	1,500.00
25 Vouchers Printed Totalling						16,175.97

Page No 3

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

Jail Fund

From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5097		Vendor MASONCOUNT MASON COUNTY DETENTION			Voucher Date 04/13/2010	
10-0313	03-5101-314-	CONTRACT WITH OTHER COUNTIES	811191	532278	DRUG COURTH, M CRAWFORD, 11 DAYS JAIL \$25 A DAY	275.00
		Printed On Check 005058			Voucher Totals	275.00
Voucher No. 10-5098		Vendor BOONEJAIL BOONE COUNTY JAIL			Voucher Date 04/13/2010	
10-0313	03-5101-314-	CONTRACT WITH OTHER COUNTIES		532281	MARCH 2010 INMATE HOUSING	16,666.00
		Printed On Check 005059			Voucher Totals	16,666.00
Voucher No. 10-5099		Vendor MARYGILLES MARY GILLESPIE			Voucher Date 04/13/2010	
10-0313	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		604556	4 HRS JAIL TRNSPORT	32.00
		Printed On Check 005080			Voucher Totals	32.00
Voucher No. 10-5100		Vendor SHERIFF PENDLETON COUNTY SHERIFF			Voucher Date 04/13/2010	
10-0313	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		604553	JAIL TRANSPORT SALARIES OCT 1, 2009-SEPT 30, 2010	5,323.57
		Printed On Check 005061			Voucher Totals	5,323.57
Voucher No. 10-5101		Vendor DEPT CORRE DEPARTMENT OF CORRECTIONS			Voucher Date 04/13/2010	
10-0313	03-5101-445-	OFFICE SUPPLIES	4390	439309	16" STATE SEAL CHERRY	90.00
		Printed On Check 005082			Voucher Totals	90.00
Voucher No. 10-5102		Vendor FLEETONE FLEETONE LLC			Voucher Date 04/13/2010	
10-0313	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.	1474947	604582	MARCH FUEL CHARGES JAILERS OFFICE	1,005.89
		Printed On Check 005083			Voucher Totals	1,005.89
Voucher No. 10-5103		Vendor SHERIFF PENDLETON COUNTY SHERIFF			Voucher Date 04/13/2010	
10-0313	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		604544	MARCH TRNSPORTS 1520 MILES @ .35 MILE	532.00
		Printed On Check 005084			Voucher Totals	532.00
Voucher No. 10-5104		Vendor CLINICAL CLINICAL SOLUTIONS			Voucher Date 04/13/2010	
10-0313	03-5101-549-	ROUTINE MEDICAL		532280	MEDS FOR INMATES MONTH OF MARCH	118.11
		Printed On Check 005085			Voucher Totals	118.11
Voucher No. 10-5105		Vendor MIDWESTAUT GLENN STEINKAMP - MIDWEST AUTOMOTIVE			Voucher Date 04/13/2010	
10-0313	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES		532278	FAN ASSY, TENSION PULLEY, THERMOSTATE, TOWING, LAB	479.96
		Printed On Check 005086			Voucher Totals	479.96
Voucher No. 10-5106		Vendor J&L TIRE GARY HARDY / J&L TIRE SERVICE			Voucher Date 04/13/2010	
10-0313	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES		532277	OIL, WASHER FLUID JAILER VEHICLE	32.45
10-0313	03-5101-592-	MAINTENANCE & REPAIR - VEHICLES		532272	OIL CHANGE, GALLON WASHER FLUID	33.90
		Printed On Check 005067			Voucher Totals	66.35
10 Vouchers Printed Totalling						24,588.88

Page No 1

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

L.G.E.A. Fund

From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 10-5107		Vendor ACE FALMOUTH ACE HARDWARE			Voucher Date 04/13/2010	
10-0413	04-5135-411-	CUSTODIAL SUPPLIES	23210	604557	CLEANER TILE GROUT, CFL BULB	17.47
10-0413	04-5135-411-	CUSTODIAL SUPPLIES	23708	604558	FASTENERS	.75
		Printed On Check 001363			Voucher Totals	18.22
Voucher No. 10-5108		Vendor FLEETONE FLEETONE LLC			Voucher Date 04/13/2010	
10-0413	04-5135-455-	EM PETROLEUM PRODUCTS		446508	EMERGENCY MANAGEMENT JEEP GAS	167.10
		Printed On Check 001364			Voucher Totals	167.10
Voucher No. 10-5109		Vendor JONGOSNEY JON GOSNEY - ELECTRICAL SERVICES			Voucher Date 04/13/2010	
10-0413	04-5135-571-	RENEWALS AND REPAIRS	4450	643628	ELECTRICAL REPAIRS ON OUTSIDE LIGHTS EOC	264.33
		Printed On Check 001365			Voucher Totals	264.33
3 Vouchers Printed Totalling						449.65

Page No 1

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

Ambulance Fund

From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: TRISTLAUND TRI-STATE HEALTH CARE LAUNDRY						
Voucher No.	10-5110				Voucher Date	04/13/2010
10-0913	09-5140-330-	LAUNDRY SERVICE		610855	LAUNDRY	144.50
		Printed On Check 001458			Voucher Totals	144.50
Vendor: WYATT'S WYATT'S SUPERVALU						
Voucher No.	10-5111				Voucher Date	04/13/2010
10-0913	09-5140-411-	CUSTODIAL SUPPLIES		832334	CUSTODIAL SUPPLIES AMBULANCE SUPPLIES	40.24
		Printed On Check 001480			Voucher Totals	40.24
Vendor: MOBILOOM MOBILOOM INC						
Voucher No.	10-5112				Voucher Date	04/13/2010
10-0913	09-5140-441-	MACHINERY & EQUIPMENT	748568	610857	APRIL MAINTENANCE CONTRACT	218.50
		Printed On Check 001461			Voucher Totals	218.50
Vendor: FLEETONE FLEETONE LLC						
Voucher No.	10-5113				Voucher Date	04/13/2010
10-0913	09-5140-455-	GAS, OIL, ETC	1474949	832325	MARCH FUEL AMBULANCE	1,718.76
		Printed On Check 001462			Voucher Totals	1,718.76
Vendor: GALLS GALLS, AN ARAMARK COMPANY						
Voucher No.	10-5114				Voucher Date	04/13/2010
10-0913	09-5140-499-	OTHER SUPPLIES	510512893	832340	XH-VP035 LIGHT, XH FL314 BATTERIES	85.96
		Printed On Check 001463			Voucher Totals	85.96
Vendor: MOORE MOORE MEDICAL CORP.						
Voucher No.	10-5115				Voucher Date	04/13/2010
10-0913	09-5140-550-	MEDICAL SUPPLIES	96994880 RI	534351	SUPPLIES ALS	323.37
10-0913	09-5140-550-	MEDICAL SUPPLIES	812485865 EI	610851	ALS SUPPLIES & FUEL SURCHARGE	162.55
10-0913	09-5140-550-	MEDICAL SUPPLIES	96045799 RI	534385	ALS SUPPLIES	545.38
		Printed On Check 001484			Voucher Totals	1,031.30
Vendor: SCOTT-GRO SCOTT-GROSS COMPANY, INC.						
Voucher No.	10-5116				Voucher Date	04/13/2010
10-0913	09-5140-550-	MEDICAL SUPPLIES	2262838	810853	OXYGEN	179.95
10-0913	09-5140-550-	MEDICAL SUPPLIES	1650189	810852	OXYGEN CYLINDER RENTAL	363.50
10-0913	09-5140-550-	MEDICAL SUPPLIES	2206756	832348	OXYGEN	129.91
10-0913	09-5140-550-	MEDICAL SUPPLIES	2200878	832347	OXYGEN	121.79
		Printed On Check 001465			Voucher Totals	795.13
Vendor: LIFESTARRE LIFE STAR RESCUE INC						
Voucher No.	10-5117				Voucher Date	04/13/2010
10-0913	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	24421	810856	REPAIR PARTS FOR 2902	439.64
		Printed On Check 001466			Voucher Totals	439.64
Vendor: NAPA CARSON AUTO & TRACTOR SUPPLY, INC.						
Voucher No.	10-5118				Voucher Date	04/13/2010
10-0913	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	625206	832335	OIL, WINDSHIELD WASHER FLUID, BULBS	54.69
		Printed On Check 001467			Voucher Totals	54.69
Vendor: MCA MEDICAL CLAIMS ASSISTANCE, INC						
Voucher No.	10-5119				Voucher Date	04/13/2010
10-0913	09-9100-398-	OTHER CONTRACTED SERVICES	17542	604540	AMBULANCE BILLINGS 8% COLLECTED APRIL	749.07
10-0913	09-9100-398-	OTHER CONTRACTED SERVICES	17457	604512	MARACH AMBULANCE BILLINGS 8% COLLECTED	1,133.86

Page No 1

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

Ambulance Fund

From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
10-0913	09-9100-398-	OTHER CONTRACTED SERVICES	17322	643627	MARCH AMBULANCE BILLINGS 8% COLLECTED	221.02
10-0913	09-9100-398-	OTHER CONTRACTED SERVICES	17115	643202	MARCH AMBULANCE BILLINGS 8% COLLECTED	803.31
10-0913	09-9100-398-	OTHER CONTRACTED SERVICES	17231	643243	MARCH AMBULANCE BILLINGS 8% COLLECTED	379.79
		Printed On Check 001468			Voucher Totals	3,287.05
10 Vouchers Printed Totalling						7,815.77

Page No 2

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

911 Fund Fund  
From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5120	Vendor	MOBILCOM	MOBILCOMM INC	Voucher Date	04/13/2010
10-7513	75-5145-399-	MISCELLANEOUS CONTRACTUAL SERVICE	746564	274375	MAINTENANCE CONTRACT	460.38
		Printed On Check	002008		Voucher Totals	460.38
Voucher No.	10-5121	Vendor	CARLA MAIN	CARLA MAINES	Voucher Date	04/13/2010
10-7513	75-5145-569-	911 STAFF TRAINING		643841	DISPATCH TRAINING MILES, MEALS, LODGING EXPENSES	308.70
		Printed On Check	002007		Voucher Totals	308.70
Voucher No.	10-5122	Vendor	FUGATE TON	TONYA FUGATE	Voucher Date	04/13/2010
10-7513	75-5145-589-	911 STAFF TRAINING		604576	TRAINING EXPENSE FOOD & MILEAGE 164 MI @ .43	168.05
		Printed On Check	002008		Voucher Totals	168.05
					3 Vouchers Printed Totalling	937.13

Page No 1

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

M/H Fund Fund  
From: 04/13/2010 To: 04/13/2010

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	10-5123	Vendor	NORTH KEY	NORTH KEY COMMUNITY CARE	Voucher Date	04/13/2010
10-8813	88-5233-343-	GENERAL HEALTH - MH/MR		604554	4TH QUARTER BUDGET APPROPRIATION 2009-2010	30,226.00
		Printed On Check	000539		Voucher Totals	30,226.00
					1 Vouchers Printed Totalling	30,226.00

Page No 1

**In Re: Closing Remarks**

Judge Bertram stated that Gene Kearns has asked not to be re-appointed to the Tourism Commission, he will ask Shirley Merrill to replace Mr. Kearns on this commission.

An advertisement for bids will go in the Outlook on 4-20-2010 requesting bids for connecting the Pendleton County Emergency Operations Center to the new sewer system.

### **Advertisement for Bids**

The Pendleton County Fiscal Court is accepting proposals for connecting the Pendleton County Emergency Operation Center to the new city sewer system. Basic specifications may be picked up at the office of the County Judge/Executive, 233 Main St., Falmouth, Ky. 41040 during normal business hours. Bids will be accepted at the County Judge's office, 233 Main Street, Falmouth, 41040, until 4:00 PM April 27, 2010. Bids will be opened in open court at or about 7:00 PM April 27, 2010 in the community room of the Pendleton County Courthouse, same address as above. No faxed bids accepted and all bids shall be marked "Bids". Fiscal Court reserves the right to reject any or all bids.

**Publish April 20, 2010**

### **Pendleton County Sewer Quotes at EOC**

**Winning Bidder will Provide the Following:**

1. Approx 195 feet of 4" schedule 40 sewer pipe
2. All needed connectors and cleanouts as required by inspector
3. All inspection are the responsibility of the installer
4. Suitable soil reclaim and seeding for lawn mowing purposes
5. Installer is responsible for road cuts, if needed, and for reclaim of drives including gravel
6. Installer is responsible for "Call Before You Dig"
7. Winning bidder must provide proof of sufficient liability insurance

Judge Bertram informed the court that Keith Taylor will be working on the Courthouse Roof as per the estimate of August 8, 2009.

